G.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

G.2 FAA CONTRACTING OFFICER'S AUTHORITY

a. The FAA Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any clause contained elsewhere in this contract, this authority remains solely with the Contracting Officer.

b. It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the Contracting Officer and/or work outside the scope of the contract must not be reimbursed by the Government. The Contractor must immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- a. The Contracting Officer will designate a Contracting Officer's Technical Representative (COTR) at time of award to assist in monitoring the work under this contract. The Technical Representative is responsible for the technical administration of the contract and technical liaison with the Contractor.
- b. The COTR is the primary person responsible for the Technical Administration of the contract, technical liaison with the Contractor and the overall monitoring of this contract; and as such, shall be contacted regarding questions and problems of a technical nature.
- c. The performance of work required under this contract must be subject to the technical direction and surveillance of the designated COTR. The COTR is not authorized to make any changes which constitute work not within the general scope of this contract, or change any terms and conditions incorporated into this contract, or which constitute a basis for increase in the contract amount or extension of the contract period of performance, or change in delivery schedule.
- d. In no event will any understanding or agreement, modification, change order or other matter, deviating from the terms of this contract be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract.

G.4 ORDERING PROCEDURES

CLINs will be ordered by Contracting Officer modification to this contract.

G.5 EXERCISE OF OPTION YEAR REQUIREMENTS

At the Government's option, contract options may be exercised unilaterally by the Contracting Officer.

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES

- a. All correspondence regarding contract administration must be addressed to the Contracting Officer.
- b. The Contractor must use one of the following Government contacts, as applicable, as the focal point for all matters regarding this contract.
 - (1) FAA Contracting Officer:
 David A. Keehan, AJA-475
 Telephone Number: (202) 267-4057
 Fax Number: (202) 493-5037
 Email: Dave.Keehan@faa.gov
 - (2) FAA Contract Specialist
 Samantha E. Williams
 Telephone Number: (202) 267-9653
 Fax Number: (202) 493-5037
 Email: Samantha.E.Williams@faa.gov

(3) FAA Quality Representative Officer

Telephone Number: Fax Number: Email:	
	Technical Representative
Telephone Number:	-
Fax Number:	
Email:	

G.7 CONTRACTING OFFICER SUPPORT PERSONNEL

The Contracting Officer may designate certain individuals to assist in the administration of this contract. Their authority will delineated in writing by the Contracting Officer. These individuals are not empowered to change the contract scope of work, the price, or the delivery schedule. Contact the Contracting Officer immediately if a clarification or question arises regarding the authority of any person to act for the Contracting Officer under this contract.

G.8 CORRESPONDENCE PROCEDURES

(4)

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract must be subject to the following procedures:

a. <u>Correspondence Preparation:</u> All correspondence must contain a subject line, commencing with the contract number.

- b. <u>Technical correspondence of a routine nature:</u> Must be addressed to the designated Contracting Officer Technical Representative (COTR) with an information copy of the correspondence to the Contracting Officer.
- c. <u>Other correspondence</u> including technical correspondence where patent or technical data issues (if any) are involved, and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the contract requirements, terms or conditions, etc., must be addressed to the Contracting Officer, with an information copy of the correspondence to the COTR.
- d. Invoices must be submitted in accordance with clause G.9, <u>PROCEDURES FOR SUBMISSION OF INVOICES</u>.
- e. All correspondence regarding contract administration must be addressed in accordance with this clause, unless otherwise requested by the Contracting Officer.

G.9 PROCEDURES FOR THE SUBMISSION OF INVOICES

The Contractor must submit invoices IAW F.4, <u>MILESTONE PAYMENTS</u> on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with FAA AMS Clause 3.3.1-17, Prompt Payment. The Contractor must invoice by contract line item number (CLIN).

The designated billing office is as follows:

U.S. MAIL

FAA Accounts Payable Branch, AMZ-110 PO Box 25710 Oklahoma City, OK 73125

OVERNIGHT MAIL

FAA Accounts Payable Branch, AMZ-110 6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Contractor must deliver invoices as follows:

- > AMZ-110, FAA Accounting: One original and one copy to the above address.
- Contracting Officer & Contract Specialist: Electronically IAW G.6, <u>CONTRACT ADMINISTRATION</u> <u>REPRESENTATIVES</u>.

The Contracting Officer will authorize payments in the amounts determined to be allowable in accordance with FAA Acquisition Management System (AMS) Clause 3.3.2-1, Contract Cost Principles.

Invoices for each CLIN must contain the following information:

- (a) FAA form 256 signed by the FAA QRO (applicable to CLINs requiring the form).
- (b) Contract Number & Contract Line Item Number (CLIN).
- (c) CLIN Description of work
- (d) Quantity of items billed (if Applicable)
- (e) Contractual firm fixed price
- (f) Serial numbers of individual items.
- (g) The following statement signed and dated by an authorized company representative: "This is to certify that the services set forth herein were performed during the period stated in support of the Contract Line Item Number identified."

Payment is subject to review, approval and certification by the COTR and the CO. In the event of questioned costs, the CO may withhold any or all invoice amounts until the Contractor provides all required data to the satisfaction of the COTR and CO. Payment will be made IAW AMS 3.3.1-34, Payment by Electronic Funds Transfer/Central Contractor Registration.

Compliance with these instructions will promote prompt payment to the Contractor.

G.10 ACCOUNTING AND APPROPRIATION DATA

Accounting and Appropriation Data will be contained in each contract modification.

G.11 FINAL VOUCHER

Upon completion, termination, or expiration of the contract, the Contractor shall submit a final voucher clearly marked "FINAL." The final voucher shall contain an itemized accounting of total contract that includes a certification that all contractual requirements have been satisfied, certification that all previous Contractor vouchers have been paid, and the Contractor's remittance address.

End Section G